

CHAPMAN AND CUTLER

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

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Telephone (312) 845-3000

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Phoenix, Arizona 85004
(602) 256-4060

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Salt Lake City, Utah 84144
(801) 533-0066

September 18, 2000

RECORDATION NO. 22890-M FILED

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W. Room 704
Washington, DC 20423-0001

SEP 20 '00 11-27 AM
TS
SURFACE TRANSPORTATION BOARD

Re: Union Carbide Corporation Lease Financing of Railroad Equipment
Sixth Advance

Dear Mr. Williams:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two original copies of each of the documents described below. As one of the attorneys representing the Liquidity Banks and Certificate Purchasers in this transaction, I have knowledge of the matters described in this letter.

(1) Lease Supplement No. 6 between First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Lessor (the "*Lessor*") and Union Carbide Corporation, as Lessee (the "*Lessee*"). Lease Supplement No. 6 is related to the Lease Intended as Security (Union Carbide Trust No. 2000-A) between the Lessor and the Lessee dated as of April 1, 2000 which was previously filed with the Board under Recordation Number 22890.

(2) Supplement No. 6 to Assignment of Lease and Rent and Security Agreement from First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Assignor (the "*Assignor*"), to First Security Trust Company of Nevada, as Administrative Agent, as Assignee (the "*Assignee*"). Supplement No. 6 to Assignment of Lease and Rent and Security Agreement is related to the Assignment of Lease and Rent and Security Agreement from the Assignor to the Assignee dated as of April 1, 2000 which was previously filed with the Board under Recordation Number 22890-B.

CHAPMAN AND CUTLER

The names and addresses of the parties to the enclosed documents are as follows:

LEASE SUPPLEMENT NO. 6

Lessee: Union Carbide Corporation
39 Old Ridgebury Road
Danbury, Connecticut 06817-0001

Lessor: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

SUPPLEMENT NO. 6 TO ASSIGNMENT OF LEASE AND RENT AND SECURITY AGREEMENT

Assignor: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Assignee: First Security Trust Company of Nevada
530 Las Vegas Boulevard
Las Vegas, Nevada 89101

The description of the equipment covered as of the date hereof by the aforesaid documents is as set forth in Annex I to the Lease Supplement No. 6 and Annex I to Schedule 1 to Supplement No. 6 to Assignment of Lease and Rent and Security Agreement.

A fee of fifty-two dollars (\$52.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Board for recordation to:

Anne A. Collins, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index as follows:

(1) Lease Supplement No. 6 between First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Lessor, and Union Carbide Corporation, as Lessee, covering the railroad equipment described in Annex I to such document.

(2) Supplement No. 6 to Assignment of Lease and Rent and Security Agreement between First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Assignor, and First Security Trust Company

CHAPMAN AND CUTLER

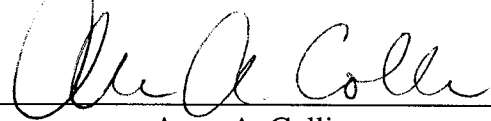
of Nevada, as Administrative Agent, as Assignee, covering the railroad equipment specifically described in Annex I to Schedule 1 to such document.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3746).

Sincerely,

CHAPMAN AND CUTLER

By

A handwritten signature in cursive script, appearing to read "Anne A. Collins", written over a horizontal line.

Anne A. Collins

Enclosures

September hopper cars

	<u>Car Number</u>	<u>Invoiced Amount</u>	<u>Invoice Number</u>	<u>Manufacturer</u>
1	CCBX073340	\$ 65,720.30	551701	Trinity
2	CCBX073354	\$ 65,720.30	551701	Trinity
3	CCBX073356	\$ 65,720.30	551701	Trinity
4	CCBX073357	\$ 65,720.30	551701	Trinity
5	CCBX073358	\$ 65,720.30	551701	Trinity
6	CCBX073318	\$ 65,720.30	553956	Trinity
7	CCBX073383	\$ 65,720.30	553956	Trinity
8	CCBX073385	\$ 65,720.30	553956	Trinity
9	CCBX073414	\$ 65,720.30	555170	Trinity
10	CCBX073423	\$ 65,720.30	555170	Trinity
11	CCBX073443	\$ 65,720.30	555170	Trinity
12	CCBX073444	\$ 65,720.30	555170	Trinity
13	CCBX073446	\$ 65,720.30	555170	Trinity
14	CCBX073449	\$ 65,720.30	555170	Trinity
15	CCBX073450	\$ 65,720.30	555170	Trinity
16	CCBX073451	\$ 65,720.30	555170	Trinity
17	CCBX072666	\$ 65,720.30	555610	Trinity
18	CCBX072674	\$ 65,720.30	555610	Trinity
19	CCBX072676	\$ 65,720.30	555610	Trinity
20	CCBX072678	\$ 65,720.30	555610	Trinity
21	CCBX072679	\$ 65,720.30	555610	Trinity
22	CCBX072680	\$ 65,720.30	555610	Trinity
23	CCBX072681	\$ 65,720.30	555610	Trinity
24	CCBX072682	\$ 65,720.30	555610	Trinity
25	CCBX072683	\$ 65,720.30	555610	Trinity
26	CCBX072684	\$ 65,720.30	555610	Trinity
27	CCBX072685	\$ 65,720.30	555610	Trinity
28	CCBX072687	\$ 65,720.30	555610	Trinity
29	CCBX072689	\$ 65,720.30	555610	Trinity
30	CCBX072692	\$ 65,720.30	555610	Trinity
31	CCBX072693	\$ 65,720.30	555610	Trinity
32	CCBX073424	\$ 65,720.30	555611	Trinity
33	CCBX073452	\$ 65,720.30	555611	Trinity
34	CCBX073453	\$ 65,720.30	555611	Trinity
35	CCBX073454	\$ 65,720.30	555611	Trinity
36	CCBX073455	\$ 65,720.30	555611	Trinity
37	CCBX073360	\$ 65,720.30	555804	Trinity
38	CCBX073460	\$ 65,720.30	555804	Trinity
39	CCBX073462	\$ 65,720.30	555804	Trinity
40	CCBX073465	\$ 65,720.30	555804	Trinity
41	CCBX073466	\$ 65,720.30	555804	Trinity
42	CCBX073457	\$ 65,720.30	555805	Trinity
43	CCBX073458	\$ 65,720.30	555805	Trinity
44	CCBX072737	\$ 65,720.30	556328	Trinity
45	CCBX072738	\$ 65,720.30	556328	Trinity
46	CCBX072739	\$ 65,720.30	556328	Trinity
47	CCBX072743	\$ 65,720.30	556328	Trinity
48	CCBX073463	\$ 65,720.30	556329	Trinity
49	CCBX073262	\$ 65,720.30	556343	Trinity
50	CCBX073268	\$ 65,720.30	556343	Trinity
51	CCBX073292	\$ 65,720.30	556343	Trinity
52	CCBX073459	\$ 65,720.30	556343	Trinity

September hopper cars

53	CCBX073461	\$	65,720.30	556343	Trinity
54	CCBX073467	\$	65,720.30	556343	Trinity
55	CCBX073388	\$	65,720.30	556387	Trinity
56	CCBX073422	\$	65,720.30	556387	Trinity
57	CCBX073456	\$	65,720.30	556387	Trinity
58	CCBX073264	\$	65,720.30	556388	Trinity
59	CCBX072740	\$	65,720.30	556389	Trinity
60	CCBX072741	\$	65,720.30	556389	Trinity
61	CCBX072745	\$	65,720.30	556389	Trinity
62	CCBX072746	\$	65,720.30	556389	Trinity
63	CCBX072686	\$	65,720.30	556398	Trinity
64	CCBX072688	\$	65,720.30	556398	Trinity
65	CCBX072712	\$	65,720.30	556398	Trinity
66	CCBX072713	\$	65,720.30	556398	Trinity
67	CCBX072714	\$	65,720.30	556398	Trinity
68	CCBX072715	\$	65,720.30	556398	Trinity
69	CCBX072716	\$	65,720.30	556398	Trinity
70	CCBX072717	\$	65,720.30	556398	Trinity
71	CCBX072718	\$	65,720.30	556398	Trinity
72	CCBX072719	\$	65,720.30	556398	Trinity
73	CCBX072724	\$	65,720.30	556398	Trinity
74	CCBX072725	\$	65,720.30	556398	Trinity
75	CCBX072726	\$	65,720.30	556398	Trinity
76	CCBX072727	\$	65,720.30	556398	Trinity
77	CCBX072736	\$	65,720.30	556810	Trinity
78	CCBX073293	\$	65,720.30	556811	Trinity
79	CCBX073464	\$	65,720.30	556811	Trinity
80	CCBX072690	\$	65,720.30	556812	Trinity
81	CCBX072691	\$	65,720.30	556812	Trinity
82	CCBX072694	\$	65,720.30	556812	Trinity
83	CCBX072695	\$	65,720.30	556812	Trinity
84	CCBX072696	\$	65,720.30	556812	Trinity
85	CCBX072697	\$	65,720.30	556812	Trinity
86	CCBX072698	\$	65,720.30	556812	Trinity
87	CCBX072699	\$	65,720.30	556812	Trinity
88	CCBX072700	\$	65,720.30	556812	Trinity
89	CCBX072701	\$	65,720.30	556812	Trinity
90	CCBX072702	\$	65,720.30	556812	Trinity
91	CCBX072703	\$	65,720.30	556812	Trinity
92	CCBX072708	\$	65,720.30	556812	Trinity
93	CCBX072709	\$	65,720.30	556812	Trinity
94	CCBX072720	\$	65,720.30	556812	Trinity
95	CCBX072721	\$	65,720.30	556812	Trinity
96	CCBX072722	\$	65,720.30	556812	Trinity
97	CCBX072728	\$	65,720.30	556812	Trinity
98	CCBX072729	\$	65,720.30	556812	Trinity
99	CCBX072731	\$	65,720.30	556812	Trinity
100	CCBX072732	\$	65,720.30	556812	Trinity
101	CCBX073284	\$	65,720.30	556934	Trinity
102	CCBX073400	\$	65,720.30	556934	Trinity
103	CCBX072704	\$	65,720.30	557253	Trinity
104	CCBX072705	\$	65,720.30	557253	Trinity
105	CCBX072706	\$	65,720.30	557253	Trinity

September hopper cars

106	CCBX072707	\$	65,720.30	557253	Trinity
107	CCBX072710	\$	65,720.30	557253	Trinity
108	CCBX072711	\$	65,720.30	557253	Trinity
109	CCBX072723	\$	65,720.30	557253	Trinity
110	CCBX072730	\$	65,720.30	557253	Trinity
111	CCBX072733	\$	65,720.30	557253	Trinity
112	CCBX072734	\$	65,720.30	557253	Trinity
113	CCBX072735	\$	65,720.30	557253	Trinity
114	CCBX073392	\$	65,720.30	557254	Trinity
115	CCBX073401	\$	65,720.30	557254	Trinity
116	CCBX073411	\$	65,720.30	557254	Trinity
117	CCBX073420	\$	65,720.30	557254	Trinity
118	CCBX073425	\$	65,720.30	557254	Trinity
119	CCBX073429	\$	65,720.30	557254	Trinity
120	CCBX073430	\$	65,720.30	557254	Trinity
121	CCBX073434	\$	65,720.30	557254	Trinity
122	CCBX073435	\$	65,720.30	557254	Trinity
123	CCBX073436	\$	65,720.30	557254	Trinity
124	CCBX073437	\$	65,720.30	557254	Trinity
125	CCBX073438	\$	65,720.30	557254	Trinity
126	CCBX073439	\$	65,720.30	557254	Trinity
127	CCBX073440	\$	65,720.30	557254	Trinity
128	CCBX073441	\$	65,720.30	557254	Trinity
129	CCBX073269	\$	65,720.30	557618	Trinity
130	CCBX073384	\$	65,720.30	557618	Trinity
131	CCBX072742	\$	65,720.30	557619	Trinity
132	CCBX072744	\$	65,720.30	557619	Trinity
		\$	8,675,079.60		

SEP 20 '00 11-27 AM

**SUPPLEMENT NO. 6 TO
ASSIGNMENT OF LEASE AND RENT
AND SECURITY AGREEMENT**

SURFACE TRANSPORTATION BOARD

THIS SUPPLEMENT NO. 6 (this "*Supplement*"), dated September 20, 2000, to the Assignment of Lease and Rent and Security Agreement, dated as of April 1, 2000 (the "*Assignment*"), made by FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Certificate Trustee, as Assignor (the "*Assignor*"), in favor of FIRST SECURITY TRUST COMPANY OF NEVADA, a Nevada banking corporation, as administrative agent (in such capacity, the "*Administrative Agent*"). Capitalized terms used herein but not otherwise defined have the meanings specified in the Assignment.

The parties hereto agree as follows:

1. *Lease Supplement No. 6.* In accordance with the Assignment, the Assignor has executed this Supplement subject to the Lease, as supplemented by Lease Supplement No. 6 and the Units covered by such Lease Supplement No. 6. A form of Lease Supplement No. 6 is attached hereto as Schedule 1 hereto, and a description of the Units covered by such Lease Supplement is set forth in Annex I to such Lease Supplement.

2. *Integrated Assignment.* Following the execution and delivery of this Supplement, this Supplement, and all supplements previously delivered under the Assignment, shall constitute a part of the Assignment.

3. *Confirmation.* Except as expressly supplemented hereby, the provisions of the Assignment are and shall remain in full force and effect. Further, the Assignor hereby reaffirms its obligations under the Assignment.

Filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on September __, 2000, at ____ [a.m.] [p.m.], Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on September __, 2000, at ____ [a.m.] [p.m.]

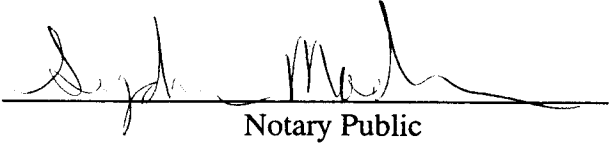
IN WITNESS WHEREOF, the Assignor has caused this Supplement to be duly executed as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, a national banking
association, not in its individual capacity but
solely as Certificate Trustee

By DeAnn Madsen
Name: **DeAnn Madsen**
Title: **Trust Officer**

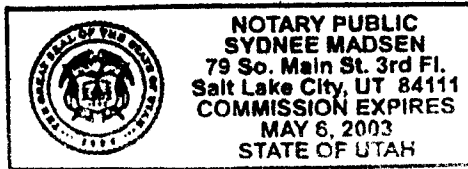
STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 13th day of September, 2000, before me personally appeared DeAnn Madsen, to me personally known, who being by me duly sworn, say that he/she is Trust Officer of FIRST SECURITY BANK, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said association, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


Notary Public

[NOTARIAL SEAL]

My commission expires:




CONSENT AND ACKNOWLEDGMENT BY LESSEE

The undersigned hereby acknowledges receipt of a counterpart original of, and consents to, the foregoing Supplement No. 6 dated September 20, 2000 to the Assignment of Lease and Rent and Security Agreement; *provided* that nothing therein shall be deemed to increase the obligations of the Lessee or deprive the Lessee of any rights under or release the Assignor from any of its obligations under the Assigned Leases or Contracts.

The foregoing is furnished for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the undersigned, and the undersigned understands and intends that the Administrative Agent and the Lenders and the Certificate Purchasers will rely on the foregoing and that the undersigned will be legally bound by the foregoing. This Consent and Acknowledgment shall inure to the benefit of the Administrative Agent, the Lenders, the Certificate Purchasers and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent and Acknowledgment as of September 20, 2000, pursuant to proper authority duly granted.

UNION CARBIDE CORPORATION, as Lessee

By 
Name: John W. Fitzpatrick
Title: Assistant Treasurer

LEASE SUPPLEMENT NO. 6

COUNTERPART NO. ___ OF 14 SERIALY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

LEASE SUPPLEMENT NO. 6 dated September __, 2000 (this "*Lease Supplement*") between Union Carbide Corporation, a New York corporation (the "*Lessee*"), and FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Certificate Trustee under the Trust Agreement (the "*Lessor*");

WITNESSETH:

WHEREAS, Lessee and Lessor have heretofore entered into that certain Lease Intended as Security dated as of April 1, 2000 (the "*Lease*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Advance Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain Units and setting forth certain other matters, all as required pursuant to the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. *Inspection and Approval.* Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Annex I hereto for all purposes of the Lease and the other Operative Documents and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units, are in good working order, repair, condition and appearance, and without defect therein with respect to design, manufacture, conditions, operation and fitness for use or in any other respect, whether or not discoverable by Lessee as of the date hereof. Lessee reaffirms, as

* * *

Filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11303 on _____, 2000, at _____ [a.m.] [p.m.], Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on September __, 2000, at ____ [a.m.] [p.m.]

to the Units set forth in Annex I, each of the waivers, acknowledgments and agreements of Lessee set forth in Section 2.2 of the Lease.

2. *Delivery and Acceptance.* Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance of delivery and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Annex I hereto.

3. *Warranty.* Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Annex I hereto as of the date hereof. Lessee hereby reaffirms each of the representations and warranties set forth in Section 4.1 of the Participation Agreement as if made on the date hereof, including that the Units set forth on Annex I hereto are free and clear of all Liens other than Permitted Liens.

4. *Term and Interim Term.* The term of this Lease Supplement shall commence on the date hereof and end on the Lease Expiration Date. The Interim Term of this Lease Supplement shall commence on the date hereof and end on the Interim Term Termination Date.

5. *Confirmation.* Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Administrative Agent, for the benefit of the Lessor, for each Unit leased hereunder. Nothing herein shall reduce Lessee's obligation to make all other payments required under the Lease, including those payments to be made on the last day of the Lease Term pursuant to Article XII and Article XIII of the Lease.

6. *Grant of Security Interest.* Title to the Units shall remain in Lessor as security for the obligations of Lessee hereunder and under the other Operative Documents to which it is a party until Lessee has fulfilled all of its obligations hereunder and thereunder. Lessee hereby assigns, hypothecates, transfers and pledges to Lessor, and grants and assigns to Lessor a security interest in each Unit leased hereunder and in such Sublease covering any such Unit that may be entered into from time to time in accordance with the provisions of the Lease, and Lessee hereby grants to Lessor a continuing security interest in and assigns to Lessor all of Lessee's rights, title and interest in all of the other Lessee Collateral, to secure the payment of all sums due hereunder and under the other Operative Documents to which it is a party and the performance of all other obligations hereunder and under the other Operative Documents to which it is a party.

7. *Incorporation into Lease.* This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect and shall govern the Units described on Annex I hereto.

8. *References.* Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Lease Intended as Security, dated as of April 1, 2000", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. *Counterparts.* This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

10. *Governing Law.* THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF, THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES OF SUCH STATE (EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

11. *Liability of Lessor Limited.* The parties hereto agree that First Security Bank, National Association, in its individual capacity ("*First Security*"), shall have no personal liability whatsoever to Lessee or its respective successors and assigns for any Claim based on or in respect of this Lease Supplement or any of the other Operative Documents or arising in any way from the transactions contemplated hereby or thereby; *provided, however*, that First Security shall be liable in its individual capacity (a) for its own willful misconduct or gross negligence (or negligence in the handling of funds), (b) for liabilities that may result from the incorrectness of any representation or warranty expressly made by it in its individual capacity in Section 4.3 of the Participation Agreement or from the failure of First Security to perform its covenants and agreements set forth in Section 6.2 of the Participation Agreement, or (c) for any Tax based on or measured by any fees, commission or compensation received by it for acting as Lessor as contemplated by the Operative Documents. It is understood and agreed that, except as provided in the preceding proviso: (i) First Security shall have no personal liability under any of the Operative Documents as a result of acting pursuant to and consistent with any of the Operative Documents; (ii) all obligations of Lessor to Lessee are solely nonrecourse obligations except to the extent that it has received payment from others; (iii) all such personal liability of First Security is expressly waived and released as a condition of, and as consideration for, the execution and delivery of the Operative Documents by First Security and (iv) this Lease Supplement is executed and delivered by First Security solely as Certificate Trustee in the exercise of the powers expressly conferred upon it as Lessor under the Trust Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual capacity,
but solely as Certificate Trustee, as Lessor

By: _____
Name: _____
Title: _____

UNION CARBIDE CORPORATION, as Lessee

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this _____ day of September, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of FIRST SECURITY BANK, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said association, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

[NOTARIAL SEAL]

My commission expires:

[illegible]

On this _____ day of September, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of UNION CARBIDE CORPORATION, that said instrument was signed on such date on behalf of said association, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

[NOTARIAL SEAL]

My commission expires:

September hopper cars

	<u>Car Number</u>	<u>Invoiced Amount</u>	<u>Invoice Number</u>	<u>Manufacturer</u>
1	CCBX073340	\$ 65,720.30	551701	Trinity
2	CCBX073354	\$ 65,720.30	551701	Trinity
3	CCBX073356	\$ 65,720.30	551701	Trinity
4	CCBX073357	\$ 65,720.30	551701	Trinity
5	CCBX073358	\$ 65,720.30	551701	Trinity
6	CCBX073318	\$ 65,720.30	553956	Trinity
7	CCBX073383	\$ 65,720.30	553956	Trinity
8	CCBX073385	\$ 65,720.30	553956	Trinity
9	CCBX073414	\$ 65,720.30	555170	Trinity
10	CCBX073423	\$ 65,720.30	555170	Trinity
11	CCBX073443	\$ 65,720.30	555170	Trinity
12	CCBX073444	\$ 65,720.30	555170	Trinity
13	CCBX073446	\$ 65,720.30	555170	Trinity
14	CCBX073449	\$ 65,720.30	555170	Trinity
15	CCBX073450	\$ 65,720.30	555170	Trinity
16	CCBX073451	\$ 65,720.30	555170	Trinity
17	CCBX072666	\$ 65,720.30	555610	Trinity
18	CCBX072674	\$ 65,720.30	555610	Trinity
19	CCBX072676	\$ 65,720.30	555610	Trinity
20	CCBX072678	\$ 65,720.30	555610	Trinity
21	CCBX072679	\$ 65,720.30	555610	Trinity
22	CCBX072680	\$ 65,720.30	555610	Trinity
23	CCBX072681	\$ 65,720.30	555610	Trinity
24	CCBX072682	\$ 65,720.30	555610	Trinity
25	CCBX072683	\$ 65,720.30	555610	Trinity
26	CCBX072684	\$ 65,720.30	555610	Trinity
27	CCBX072685	\$ 65,720.30	555610	Trinity
28	CCBX072687	\$ 65,720.30	555610	Trinity
29	CCBX072689	\$ 65,720.30	555610	Trinity
30	CCBX072692	\$ 65,720.30	555610	Trinity
31	CCBX072693	\$ 65,720.30	555610	Trinity
32	CCBX073424	\$ 65,720.30	555611	Trinity
33	CCBX073452	\$ 65,720.30	555611	Trinity
34	CCBX073453	\$ 65,720.30	555611	Trinity
35	CCBX073454	\$ 65,720.30	555611	Trinity
36	CCBX073455	\$ 65,720.30	555611	Trinity
37	CCBX073360	\$ 65,720.30	555804	Trinity
38	CCBX073460	\$ 65,720.30	555804	Trinity
39	CCBX073462	\$ 65,720.30	555804	Trinity
40	CCBX073465	\$ 65,720.30	555804	Trinity
41	CCBX073466	\$ 65,720.30	555804	Trinity
42	CCBX073457	\$ 65,720.30	555805	Trinity
43	CCBX073458	\$ 65,720.30	555805	Trinity
44	CCBX072737	\$ 65,720.30	556328	Trinity
45	CCBX072738	\$ 65,720.30	556328	Trinity
46	CCBX072739	\$ 65,720.30	556328	Trinity
47	CCBX072743	\$ 65,720.30	556328	Trinity
48	CCBX073463	\$ 65,720.30	556329	Trinity
49	CCBX073262	\$ 65,720.30	556343	Trinity
50	CCBX073268	\$ 65,720.30	556343	Trinity
51	CCBX073292	\$ 65,720.30	556343	Trinity
52	CCBX073459	\$ 65,720.30	556343	Trinity

September hopper cars

53	CCBX073461	\$	65,720.30	556343	Trinity
54	CCBX073467	\$	65,720.30	556343	Trinity
55	CCBX073388	\$	65,720.30	556387	Trinity
56	CCBX073422	\$	65,720.30	556387	Trinity
57	CCBX073456	\$	65,720.30	556387	Trinity
58	CCBX073264	\$	65,720.30	556388	Trinity
59	CCBX072740	\$	65,720.30	556389	Trinity
60	CCBX072741	\$	65,720.30	556389	Trinity
61	CCBX072745	\$	65,720.30	556389	Trinity
62	CCBX072746	\$	65,720.30	556389	Trinity
63	CCBX072686	\$	65,720.30	556398	Trinity
64	CCBX072688	\$	65,720.30	556398	Trinity
65	CCBX072712	\$	65,720.30	556398	Trinity
66	CCBX072713	\$	65,720.30	556398	Trinity
67	CCBX072714	\$	65,720.30	556398	Trinity
68	CCBX072715	\$	65,720.30	556398	Trinity
69	CCBX072716	\$	65,720.30	556398	Trinity
70	CCBX072717	\$	65,720.30	556398	Trinity
71	CCBX072718	\$	65,720.30	556398	Trinity
72	CCBX072719	\$	65,720.30	556398	Trinity
73	CCBX072724	\$	65,720.30	556398	Trinity
74	CCBX072725	\$	65,720.30	556398	Trinity
75	CCBX072726	\$	65,720.30	556398	Trinity
76	CCBX072727	\$	65,720.30	556398	Trinity
77	CCBX072736	\$	65,720.30	556810	Trinity
78	CCBX073293	\$	65,720.30	556811	Trinity
79	CCBX073464	\$	65,720.30	556811	Trinity
80	CCBX072690	\$	65,720.30	556812	Trinity
81	CCBX072691	\$	65,720.30	556812	Trinity
82	CCBX072694	\$	65,720.30	556812	Trinity
83	CCBX072695	\$	65,720.30	556812	Trinity
84	CCBX072696	\$	65,720.30	556812	Trinity
85	CCBX072697	\$	65,720.30	556812	Trinity
86	CCBX072698	\$	65,720.30	556812	Trinity
87	CCBX072699	\$	65,720.30	556812	Trinity
88	CCBX072700	\$	65,720.30	556812	Trinity
89	CCBX072701	\$	65,720.30	556812	Trinity
90	CCBX072702	\$	65,720.30	556812	Trinity
91	CCBX072703	\$	65,720.30	556812	Trinity
92	CCBX072708	\$	65,720.30	556812	Trinity
93	CCBX072709	\$	65,720.30	556812	Trinity
94	CCBX072720	\$	65,720.30	556812	Trinity
95	CCBX072721	\$	65,720.30	556812	Trinity
96	CCBX072722	\$	65,720.30	556812	Trinity
97	CCBX072728	\$	65,720.30	556812	Trinity
98	CCBX072729	\$	65,720.30	556812	Trinity
99	CCBX072731	\$	65,720.30	556812	Trinity
100	CCBX072732	\$	65,720.30	556812	Trinity
101	CCBX073284	\$	65,720.30	556934	Trinity
102	CCBX073400	\$	65,720.30	556934	Trinity
103	CCBX072704	\$	65,720.30	557253	Trinity
104	CCBX072705	\$	65,720.30	557253	Trinity
105	CCBX072706	\$	65,720.30	557253	Trinity

September hopper cars

106	CCBX072707	\$	65,720.30	557253	Trinity
107	CCBX072710	\$	65,720.30	557253	Trinity
108	CCBX072711	\$	65,720.30	557253	Trinity
109	CCBX072723	\$	65,720.30	557253	Trinity
110	CCBX072730	\$	65,720.30	557253	Trinity
111	CCBX072733	\$	65,720.30	557253	Trinity
112	CCBX072734	\$	65,720.30	557253	Trinity
113	CCBX072735	\$	65,720.30	557253	Trinity
114	CCBX073392	\$	65,720.30	557254	Trinity
115	CCBX073401	\$	65,720.30	557254	Trinity
116	CCBX073411	\$	65,720.30	557254	Trinity
117	CCBX073420	\$	65,720.30	557254	Trinity
118	CCBX073425	\$	65,720.30	557254	Trinity
119	CCBX073429	\$	65,720.30	557254	Trinity
120	CCBX073430	\$	65,720.30	557254	Trinity
121	CCBX073434	\$	65,720.30	557254	Trinity
122	CCBX073435	\$	65,720.30	557254	Trinity
123	CCBX073436	\$	65,720.30	557254	Trinity
124	CCBX073437	\$	65,720.30	557254	Trinity
125	CCBX073438	\$	65,720.30	557254	Trinity
126	CCBX073439	\$	65,720.30	557254	Trinity
127	CCBX073440	\$	65,720.30	557254	Trinity
128	CCBX073441	\$	65,720.30	557254	Trinity
129	CCBX073269	\$	65,720.30	557618	Trinity
130	CCBX073384	\$	65,720.30	557618	Trinity
131	CCBX072742	\$	65,720.30	557619	Trinity
132	CCBX072744	\$	65,720.30	557619	Trinity
		\$	8,675,079.60		